

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF ST. JOHNS

THIS AGREEMENT is entered into 5th December, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF ST. JOHNS, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas on SR 180 (also known as Cleveland Street), in the City, at the following location.

From 13th West Street and terminating at 2nd West Street.

4. The City desires to participate in the maintenance of SR 180 from 13th West Street and terminating at 2nd West Street, hereinafter referred to as the "Project", for the safety and benefit of the traveling public.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 25660
Filed with the Secretary of State
Date Filed: 12/05/02

Letey Bayless
Secretary of State

By: Mike V. Gruenewald

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation Project and submit them to the City for concurrence.
2. After City concurrence of the plans, the Project will be constructed by the State, using State and Federal funds, in an amount currently estimated at \$382,014.00.
3. The City has arranged to have furnished and installed in its name, the necessary water services from the water mains to the designated locations within the right of way, at the State's expense.
4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.
5. After construction, the City shall provide funding in its annual budget and be responsible for, the landscape maintenance and irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.
6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.
2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: (602) 712-7424

City of St. Johns
City Manager
245 West 1st South
St. Johns, AZ 85936

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF ST. JOHNS

By 
ROSS OVERSON JR.
Mayor

STATE OF ARIZONA
Department of Transportation

By 
SUSAN TELLEZ
Contract Administrator

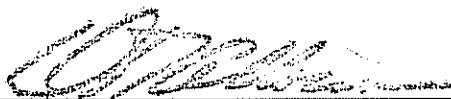
ATTEST

By 
BETTY CLANTON
City Clerk

RESOLUTION

BE IT RESOLVED on this 26th day of June, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of St. Johns, for the purpose of defining their responsibilities for the provision of electrical energy and water service for operation and maintenance of the landscape enhancements for St. Johns Landscape Enhancements on US 180 within ADOT right-of-way, for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in dark ink, appearing to read 'David R. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E. Assistant State Engineer
Engineering Technical Group
for VICTOR M. MENDEZ, Director

Resolution No. 391

Resolution of the Mayor and Common Council of the City Of St. Johns, Arizona approving Intergovernmental Agreement

The Mayor and Common Council of the City of St. Johns, Arizona hereby approve the intergovernmental agreement between the State of Arizona and the City of St. Johns providing for operation and maintenance of landscape enhancements along U.S. Highway 180 known as AG Contract No. KR02-1535TRN; Project H 5738 01D and H 5738 01C.

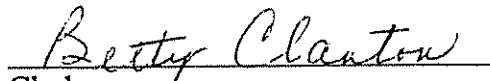
DATED this 14 day of November, 2002.

CITY OF ST. JOHNS

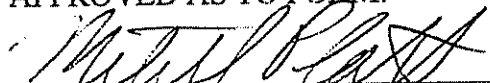
By


MAYOR

ATTEST:


Clerk

APPROVED AS TO FORM:


Mitchel D. Platt, City Attorney

APPROVAL OF THE CITY OF ST. JOHNS ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF ST. JOHNS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 14th day of November, 2002.

Mitch Platt

Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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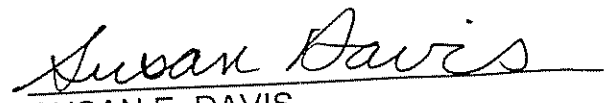
**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

A.G. Contract No. KR02-1535 TRN (JPA 02-024), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED November 26, 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.